Calendar No. 443

86TH CONGRESS
1st Session

SENATE

REPORT
No. 448

MONMOUTH COUNTY, N.J.

JUNE 29, 1959.—Ordered to be printed

Mr. EASTLAND, from the Committee on the Judiciary, submitted the following

REPORT

[To accompany H.R. 322]

The Committee on the Judiciary, to which was referred the bill (H.R. 322) for the relief of Monmouth County, N.J., having considered the same, reports favorably thereon, with an amendment, and recommends that the bill, as amended, do pass.

AMENDMENT

On page 2, lines 2 and 3, strike the words "in excess of 10 per centum thereof".

PURPOSE

The purpose of the proposed legislation, as amended, is to authorize and direct the Secretary of the Treasury to pay the sum of $11,806.73 to the county of Monmouth, N.J., in full settlement of all claims against the United States for damages sustained to a bridge on the Newman Springs Road, Monmouth County, N.J., which resulted in part from the movement of heavy U.S. Army vehicles over said bridge during the period from 1945 to mid-1947, inclusive.

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STATEMENT

Records of the Department of the Army disclose that the bridge in question is located on the Swimming River in the county of Monmouth, N.J. This bridge was rated at a capacity of 20 tons by the county until January 1948 when, because of its damaged condition, it was limited to 5 tons. The Newman Springs Road is a three-lane, hard-surfaced, heavy-duty highway which runs westward from the southwestern outskirts of Red Bank crossing the Swimming River by means of this bridge. Opposite the town of Red Bank on the west bank of the Swimming River is Coles Signal Laboratory, an Army installation, which is bounded on the south by Newman Springs Road, on the west by a secondary road known as Half Mile Road, and on the north by another secondary road known as the Everett-Red Bank Road.

In 1945 it became necessary to move several pieces of heavy equipment, such as tanks and tank retrievers, to Coles Signal Laboratory. This was accomplished by moving them via New Jersey State Highway No. 35 from Fort Monmouth, N.J., north to the outskirts of Red Bank and thence west on the Newman Springs Road across the bridge in question to Coles Signal Laboratory. The heaviest such load consisted of a truck-tractor, M–26; a semitrailer, M–15; and a medium tank, M–26. Although the total weight of these items, fully equipped, was rated at approximately 87 short tons, it appears that the actual gross weight of this load amounted to only 80 tons. Prior to taking this heavy equipment over the bridge, the civilian tank driver operating it examined the piers supporting the bridge and noted that one of them had a wavy vertical crack in it approximately a fourth of an inch wide. He further noted that the guardrail on the left center of the bridge also was cracked. In addition to the M–26 tank referred to above, other heavy equipment was transported over this bridge by means of the tank trailer (semitrailer, M–15) on about seven different occasions in 1945, with gross weight in each case varying from 50 to 60 tons. After the close of the year 1945, no loads were transported across this bridge by Coles Signal Laboratory by means of the tank trailer. During 1946 and the early part of 1947, heavy equipment was transported over the bridge, but without utilizing the trailer, approximately three times a month, with a maximum load on the bridge amounting to approximately 30 tons.

In mid-1947, it became necessary to move the medium tank and other heavy equipment from Coles Signal Laboratory to Fort Monmouth. Advance inspection of the Newman Springs Road Bridge revealed that all four of the concrete piers in the water were cracked near the top, one of them quite severely from a point under the pressure plate to the outside edge, and that the condition was worse than it had been when examined by the tank driver more than a year earlier. Accordingly, an engineer representing Coles Signal Laboratory visited the

office of the county engineer, county of Monmouth, on or about July 21, 1947, to report the condition of the bridge and examine detailed construction plans in order to determine the feasibility of again using the bridge for the transportation of heavy equipment. The county engineer advised that he would have the structure checked immediately and requested that his office be notified a day in advance each time a heavy vehicle was to be moved over the bridge in order that an observer might be on hand. Subsequently, on July 29, 1947, the county engineer, Mr. Otis R. Seaman, advised the laboratory that, after having made a thorough examination of the bridge, his office could not assume any responsibility for anything passing over the bridge in excess of 20 tons. This letter further stated that, if it was found absolutely necessary to transport the tank from the laboratory to Fort Monmouth, it would be necessary for the War Department (now Department of the Army) to assume responsibility for any damage that might be done to the bridge and that, in the absence of this, permission to transport the tank over the bridge could not be granted. Upon receipt of this letter, two alternative, although circuitous, routes were charted to avoid use of this bridge and both the State highway department and the county engineer were consulted as to the use of such alternative routes. The county engineer, by letter dated August 19, 1947, advised that either of such alternative routes would be acceptable and the State highway department furnished similar advice on the following day. The movement of the medium tank to Fort Monmouth was accomplished on August 29, 1947, by a route which proceeded west on Newman Spring Road and involved movement through the Naval Ammunition Depot, Earle, N.J. The Swimming River Bridge was not used to transport this tank at any time in 1947 or thereafter.

On or about January 8, 1948, the bridge was inspected by the county engineer and two other engineering representatives of the county. They found that all four concrete piers supporting the bridge were cracked. These cracks were up to 2½ to 3 inches wide at the top beneath the pedestals, extended downward approximately to the high-water mark, a distance of about 6 feet, and sheared, or curved, out to the sides of the piers as they progressed downward. The county engineering representatives also found that the abutments at both ends of the bridge were crushed beneath the stringers and that the pedestals and guide plates were settled out of level, crushing the balustrades guardrail, curb, and posts.

During February and March 1948, emergency repairs were made on the most seriously damaged pier at a cost of $3,246.97. Permanent repairs were made in 1954 to the entire bridge at an additional cost of $20,366.50. The actual expenditures by Monmouth County for repair of this bridge following discovery of the damage, therefore, have amounted to $23,613.47.

In the 84th Congress a bill was introduced in the House of Representatives calling for an appropriation of the sum of $30,000 to the county of Monmouth for its alleged damages to the bridge, and the Department of the Army, in reporting on that bill, H.R. 62, in the 84th Congress, stated that it was common knowledge that during the period involved, in addition to the Federal military traffic, the bridge was utilized by a National Guard unit of the State of New Jersey for the movement of tanks and was also used by heavy commercial vehicles. In view of those circumstances, the Army took the position that it would be entirely inequitable for the United States to bear any part of the expenses in connection with the repair of the bridge which would exceed its proportionate share of the traffic over the bridge. That Department further observed that while under the circumstances it was impossible to determine the Government's share with any degree of accuracy, the agency's estimate of the proportion of costs which might equitably be assumed by the United States as a result of damage to the bridge could not exceed 50 percent. The Department of the Army concluded that it would have no objection to an award to the county of Monmouth, N.J., in the event the amount therefor was not in excess of 50 percent of the county's actual expenditures for the repair of the bridge, or $11,806.73.

The committee is of the opinion that this legislation should be favorably considered. After full investigation, the Department of the Army conceded that the U.S. Government did use the bridge for crossing of its heavy equipment and that the Government benefited from the use of the county bridge. It seems fair, therefore, that the U.S. Government should pay some share for the cost of repairing this bridge. The committee feels that the amount of $11,806.73 is fair compensation, and accordingly, recommends favorable consideration of this bill, H.R. 322, as amended.

The bill has been amended to delete the 10-percent attorney-fee provision due to the fact that the committee has been advised by the sponsor of this legislation that there is no attorney involved.

Attached hereto and made a part hereof is the report submitted by the Department of the Army in connection with a bill of the 84th Congress.

DEPARTMENT OF THE ARMY,
Washington, D.C., August 17, 1955.

Hon. EMANUEL CELLER,
Chairman, Committee on the Judiciary
House of Representatives.

DEAR MR. CHAIRMAN: Reference is made to your letter enclosing a copy of H.R. 62, 84th Congress, a bill for the relief of the county of Monmouth, N.J., and requesting a report as to the merits of the bill.

The Department of the Army is opposed to the above-mentioned bill in its present form.

This bill provides as follows:

"That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, the sum of $30,000 to the county of Monmouth, New Jersey, in full settlement of all claims against the United States for damages sustained to a bridge on the Newman Springs Road, Monmouth, County, New Jersey, as a result of the movement of a United States Army ninety-ton tank over such bridge during the month of July 1947.

It appears that the bridge in question is located on the Swimming River in the county of Monmouth, N.J., immediately to the southwest of the municipality of Red Bank and is designated as Monmouth County Bridge S–16. This bridge was rated at a capacity of 20 tons by the county until January 1948, when, because of its damaged condition, it was posted with signs reading "Gross Weight Not to Exceed 5 Tons." The Newman Springs Road (also known as the Lincroft-Red Bank Road) is a three-lane, hard surfaced, heavy duty highway which runs westward from the southwestern outskirts of Red Bank, crossing the Swimming River by means of this bridge. Opposite the town of Red Bank, on the west bank of the Swimming River, is Coles Signal Laboratory, an Army installation, which is bounded on the south by Newman Springs Road, on the west by a secondary road known as Half Mile Road, and on the north by another secondary road known as the Everett-Red Bank Road.

In 1945 it became necessary to move several pieces of heavy equipment, such as tanks and tank retrievers, to Coles Signal Laboratory. This was accomplished by moving them via New Jersey State Highway No. 35 from Fort Monmouth, N.J., north to the outskirts of Red Bank and thence west on the Newman Springs Road across the bridge in question to Coles Signal Laboratory. The heaviest such load consisted of a truck-tractor, M–26; a semitrailer, M–15; and a medium tank, M–26. Although the total weight of these items, fully equipped, was rated at approximately 87 short tons, it appears that the actual gross weight of this load amounted to only 80 tons. Prior to taking this heavy equipment over the bridge, the civilian tank driver operating it examined the piers supporting the bridge and noted that one of them had a wavy vertical crack in it approximately a fourth of an inch wide. He further noted that the guard rail on the left center of

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the bridge also was cracked. In addition to the M–26 tank referred to above, other heavy equipment was transported over this bridge by means of the tank trailer (semitrailer, M–15) on about seven different occasions in 1945, with gross weight in each case varying from 50 to 60 tons. After the close of the year 1945, no loads were transported across this bridge by Coles Signal Laboratory by means of the tank trailer. During 1946 and the early part of 1947, heavy equipment was transported over the bridge, but without utilizing the trailer, approximately three times a month, with a maximum load on the bridge amounting to approximately 30 tons.

In mid-1947, it became necessary to move the medium tank and other heavy equipment from Coles Signal Laboratory to Fort Monmouth. Advance inspection of the Newman Springs Road Bridge revealed that all four of the concrete piers in the water were cracked near the top, one of them quite severely from a point under the pressure plate to the outside edge, and that the condition was worse than it had been when examined by the tank driver more than a year earlier. Accordingly, an engineer representing Coles Signal Laboratory visited the office of the county engineer, county of Monmouth, on or about July 21, 1947, to report the condition of the bridge and examine detailed construction plans in order to determine the feasibility of again using this bridge for the transportation of heavy equipment. The county engineer advised that he would have the structure checked immediately and requested that his office be notified a day in advance each time a heavy vehicle was to be moved over the bridge in order that an observer might be on hand. Subsequently, on July 29, 1947, the county engineer, Mr. Otis R. Seaman, advised the laboratory that, after having made a thorough examination of the bridge, his office could not assume any responsibility for anything passing over the bridge in excess of 20 tons. This letter further stated that, if it was found absolutely necessary to transport the tank from the laboratory to Fort Monmouth, it would be necessary for the War Department (now Department of the Army) to assume responsibility for any damage that might be done to the bridge and that, in the absence of this, permission to transport the tank over the bridge could not be granted. Upon receipt of this letter, two alternative, although circuitous, routes were charted to avoid use of this bridge and both the State highway department and the county engineer were consulted as to the use of such alternative routes. The county engineer, by letter dated August 19, 1947, advised that either of such alternative routes would be acceptable and the State highway department furnished similar advice on the following day. The movement of the medium tank to Fort Monmouth was accomplished on August 29, 1947, by a route which proceeded west on Newman Springs Road and involved movement through the Naval Ammunition Depot, Earle, N.J. The Swimming River Bridge was not used to transport this tank at any time in 1947, or thereafter.

On or about January 8, 1948, the bridge was inspected by the county engineer and two other engineering representatives of the county. They found that all four concrete piers supporting the bridge were cracked. These cracks were up to 2½ to 3 inches wide at the top beneath the pedestals, extended downward approximately to the highwater mark, a distance of about 6 feet, and sheared, or curved, out to the sides of the piers as they progressed downward. The

county engineering representatives also found that the abutments at both ends of the bridge were crushed beneath the stringers and that the pedestals and guide plates were settled out of level, crushing the balustrades guardrail, curb, and posts.

During February and March 1948, emergency repairs were made on the most seriously damaged pier at a cost of $3,246.97. Permanent repairs were made in 1954 to the entire bridge at an additional cost of $20,366.50. The actual expenditures by Monmouth County for repair of this bridge following discover of the damage, therefore, have amounted to $23,613.47.

The Department of the Army was not made aware of the assertion by the county of Monmouth of a claim against the United States arising out of damages to this bridge until the early part of 1954, at about the time of the introduction of H.R. 8913, 83d Congress, a similar bill upon which no action was taken. Subsequently, an investigation was initiated which disclosed that two Department of the Army employees having knowledge of the matter were approached by county officials for the purpose of making statements with regard thereto. Because of the provision of section 283, act of June 25, 1948 (62 Stat. 697, 18 U.S.C. 283), that—

"Whoever, being an officer or employee of the United States or any department or agency thereof, * * * aids or assists in the prosecution or support of any [claim against the United States] otherwise than in the proper discharge of his official duties * * * shall be fined not more than $10,000 or imprisoned not more than one year, or both."

neither of these individuals made a statement regarding the matter at that time. Following initiation of the investigation by this Department they were questioned and made sworn affidavits with regard to the matter. These affidavits, in substance, are as follows:

AFFIDAVIT OF THOMAS J. KELSO, DATED APRIL 1, 1954

"Question. Mr. Kelso, directing your attention to the years 1946, 1947, were you an employee of the U.S. Army at Fort Monmouth, N.J?

"Answer. Yes; I was.

"Question. What were your duties at that time?

"Answer. Tank driver at Coles Signal Laboratory.

"Question. In connection with those duties, did you have occasion to drive any heavy Army vehicles over a bridge on Newman Springs Road crossing Swimming River, approaching Coles Signal Laboratory from the east?

"Answer. Yes.

"Question. What is the description and the gross weight of the heaviest vehicle you may have driven over the aforementioned bridge during the period 1946–47?

"Answer. During the years 1946–47, to the best of my recollection, the heaviest vehicle that I transported across the Newman Springs Road Bridge was approximately 30 tons. It was a medium tank, M–4A3. Sometime during 1945, I transported a 40-ton tank transporter laden with the M–26 tank, weighing approximately 40 tons, the entire load having a gross weight of approximately 80 tons. During 1945 I transported the tank retriever with other heavy equipment, gross loads varying from 50 to 60 tons. The exact number of times I cannot recall, but approximately seven or eight

times. During the years 1946 and 1947, to the best of my recollection, I did not transport any vehicles across the bridge in question with the 40-ton tank retriever. To the best of my recollection, I did transport the M–26 40-ton tank across the bridge in question in 1945.

"Question. At any time during the years 1945, through and including 1947, were you put on notice as to the maximum weight capacity of this bridge?

"Answer. No.

"Question. Did you have any reason to believe that this bridge could not support the weight which you transported over it?

"Answer. No, sir.

"Question. When did you stop transporting heavy vehicles over this bridge?

"Answer. Some time in 1947, when the bridge was posted to heavy loads, to the best of my recollection.

"Question. During the years 1945 through 1947, can you state with some degree of accuracy the average number of times you transported heavy Army vehicles over this bridge per month?

"Answer. Approximately three times a month.

"Question. Did you ever have occasion to inspect this bridge for evidence of stress or strain?

"Answer. Some time during 1945 when I first transported the heavy equipment to Coles Signal Laboratory, prior to taking the heavy equipment over the bridge, I looked at the piers under the bridge and noted that one of the piers had a wavy vertical crack in it. I also noted that the guard rail on the left center of the bridge was cracked. Subsequent to this, I proceeded to transport the heavy equipment across the bridge.

"Question. Did you ever have occasion to look at the bridge piers again?

"Answer. No; I didn't.

"Question. Is it true that you had no direct orders not to transport this heavy equipment over the bridge during the years mentioned above?

"Answer. I had no such orders.

"Question. Did it come to your attention during the years 1945 to 1947 or subsequent thereto, that heavy equipment other than that belonging to Fort Monmouth, was using this bridge?

"Answer. As strictly hearsay, I have been led to believe that a National Guard unit from Red Bank, N.J., had transported M–4 series tanks of a gross weight of approximately 30 tons over this bridge during the years 1947 to 1954. During the years 1945 to 1947, the bridge was open to commercial vehicles such as tractor trailers and buses. Recently, private contractors have transported earthmovers over this bridge, to my knowledge."

AFFIDAVIT OF CHARLES P. BUCHERER, DATED APRIL 1, 1954

"Question. Mr. Bucherer, are you an employee of the U.S. Government at Fort Monmouth, N.J.?

"Answer. Yes.

"Question. What is your official duty now?

"Answer. Chief of General Engineering Section.

"Question. During the years 1945 to 1947, what were your duties at Fort Monmouth?

"Answer. Assistant Chief of Mechanical Engineering Section.

"Question. In connection with your official duties in the years 1945 to 1947, did you have occasion to inspect the bridge over Swimming River on Newman Springs Road?

"Answer. Yes; at the request of Colonel Spear.

"Question. Will you state the circumstances surrounding that inspection?

"Answer. Colonel Spear was made aware of the possibility of damage to the bridge from transporting heavy Army tanks over it, and he instructed Eric Hansen and me to make a physical examination and calculate if the bridge was strong enough to bear these tanks. While complete examination of the bridge could not be made to determine its strength, the bridge piers were examined underneath and we found that a diagonal crack occurred on one of them, and there were cracks at the pressure plates on top of the piers.

"Question. Can you state with some degree of accuracy, the approximate date that this examination was made?

"Answer. During the month of June or July 1947.

"Question. Will you continue, please?

"Answer. A report of these findings was verbally made to Colonel Spear and after discussion, it was decided that Mr. Hansen and I would go to the county engineer to determine if this bridge was safe for transportation of army tanks. A discussion was held in the county engineer's office at Freehold, N.J., with Mr. McKee of the county engineer's department, Mr. Hansen and myself. From this discussion it was determined that the bridge would be satisfactory for the transportation of army tanks. A report of this discussion was verbally made to Colonel Spear. A letter dated July 29, 1947, was subsequently received by me from Otis R. Seaman, county engineer, relative to transporting the 90-ton tank over the Newman Springs Road Bridge. This letter continued to state that the county engineer had examined the bridge and that they could not assume any responsibility for anything passing over this bridge of more than 20 tons' capacity. This letter continues, 'If you find it absolutely necessary to transport the tank from Camp Coles to Fort Monmouth, the War Department must assume any damage that might be done to the bridge. Unless this is done, we cannot grant permission to transport the tank over this bridge.' The 90-ton tank to which the county engineer referred, was the M-26 tank with retriever, which we had at one time estimated to have a gross maximum weight of 90 tons, but which in fact never grossed more than 80 tons. After receipt of the letter of July 29, 1947, from the county engineer, to the best of my knowledge, no army tanks stationed at Coles Signal Laboratory were transported over this bridge. It was approximately at this time that the county posted this bridge as having a maximum gross weight capacity of 20 tons. After receipt of this letter, steps were taken to determine alternate routes for transporting tanks from Coles Signal Laboratory to Fort Monmouth. A letter dated August 15, 1947, outlining two routes A and B, from Coles Signal Laboratory to Fort Monmouth, were forwarded to the county engineer for approval. A letter was received, dated August 19, 1947, stating that either of the referenced routes A or B would be acceptable to the county of Monmouth, however, that they would prefer B to be followed."

During the investigation by this Department, a field inspection and engineering analysis of this bridge was made by the New York district, Corps of Engineers. Field inspection indicated that—

"Pier damages have been repaired by encasing the piers with new structural concrete doweled to existing pier concrete. Therefore, a visual inspection of damages to the piers as reported is impossible. Concrete patching of concrete railing which had cracked and spalled [i.e., chipped or crumbled] at pedestal ends of each simple span had also been accomplished. Visual inspection of the concrete encasement of all bridge steel members showed no signs of any cracking which would have developed if the steel was excessively overloaded. Therefore, no conclusion [as] to the failure of the piers can be drawn from the field inspection."

The engineering analysis was based on the construction specifications of the bridge and concluded that "theoretically, the tank load should have caused no signs of distress in the pier." The district engineer therefore reported that—

"In view of the foregoing, it is concluded that if no signs of distress existed in the piers before the transporting of the tank over the bridge, none should have developed after passage of the tank. However, if signs of distress existed before passage of the tank, then the transporting of the tank over the bridge contributed to the failure of the piers. There is no evidence of any damage to the structure caused in the past or recently by the elements."

This report differed substantially from those of county engineering representatives who had expressed the opinion that the damage or failure was a compressive shear caused by a single excessive load from the deck of the bridge through the girders onto the pedestals and then to the piers. The county representatives were also of the opinion that the damage could not have been caused by vibration or repeated overloads but could only have been caused by one heavy excessive overload. The conclusions of these individuals were obviously based on the erroneous assumption that a 90-ton load had been placed on the bridge by the Army in July 1947, and were also made without realization of the fact that a crack in one of the piers had existed prior to use of the bridge by Army personnel for transportation of heavy equipment and that this crack had become more serious during the 2 years before the inspection by county authorities in January 1948. Accordingly, the entire file was referred to the Office of the Chief of Engineers, Department of the Army, for study and report. In a memorandum, dated December 16, 1954, that office advised, pertinently, as follows:

"2. The file in the case has been examined with respect to the question of the direct cause of damage to the bridge piers * * *. We concur in general with the findings of the district engineer, New York district * * *.

"3. There is evidence that a pier was cracked in 1945, prior to the passage of heavy Government equipment over the bridge (exhibit A). Had this been known to Mr. McKee [the county engineering representative who made a detailed statement], it is doubtful that he would have made the statement [that the damage could only have been caused by one heavy load and was not the result of vibration or repeated overloads], particularly in view of his own observation of the poor quality of the concrete as evidenced by his statement in

the same deposition that 'I also found the abuttments at the east and west end (sic) of the span were crushed beneath the stringers.' As the bearing pressure due to design loading has been computed to be only 410 pounds per square inch, this crushing is indicative of a very weak concrete which would also be weak in tensile strength and, therefore, susceptible to cracking under relatively light loads. Once cracking had started the failure would be progressive due to the concentration of normal traffic loads over a smaller area; the effects of vibration caused by traffic; and the cumulative effect of the freezing of water in the crack during cold weather.

"4. After the pier had cracked and its supporting power was thereby reduced, every load to which it was subjected would contribute to its further failure. *Any load which might have been placed on the bridge by the Government would have contributed only its pro rata share of the total loading of normal traffic.*" [Italic supplied.]

Advice from a representative of the county of Monmouth indicates that the county has not previously received any Federal assistance for either the construction or maintenance of the bridge in question. A county bridge over the Shrewsbury River, commonly known as the Navesink River Bridge, was built at a cost of approximately $1,100,000, 45 percent of which consisted of a 1938 grant from the Public Works Administration. Another bridge over the south branch of the Shrewsbury River, known as the Sea Bright-Rumson Bridge, costing between $500,000 and $600,000, was built with Federal assistance. It appears that the funds for the last-named bridge represented an accumulation, over a period of years, of Federal money allotted to the State of New Jersey for the improvement of county or secondary roads.

This Department has been advised that the sum of $30,000 stated in this bill represents the amount of $23,613.47, which was actually expended by the county plus an estimated sum to cover engineering fees, costs of preparing plans and specifications, cost of advertising for bids, clerical work, legal fees and investigating costs. No evidence has been presented to this Department that any such additional expenses in fact have been incurred. It would seem that any actual work in connection with this matter, not included in the charges for temporary and permanent repairs which have already been paid, has been accomplished by county officials and employees as a part of their regular duties. There do not appear to have been any legal fees or investigating costs involved in this matter other than in the preparation and presentation to the Congress of the county's claim against the United States. This Department is unaware of any precedent for the allowance of any such additional amount. Accordingly, even if the damage to the bridge were to be considered entirely the result of the movement of heavy Army traffic over this bridge, it appears that the maximum amount to which the county equitably would be entitled could not exceed the actual expenditures made in connection therewith, or $23,613.47.

However, it appears to be common knowledge that, during the period involved, in addition to the Federal military traffic, the bridge was utilized by a National Guard unit of the State of New Jersey for the movement of tanks and was also used by heavy commercial vehicles. Under such circumstances it would be entirely inequitable for the United States to bear any part of the expenses in connection with

the repair of this bridge which would exceed its proportionate share of the traffic over the bridge. Although, under the circumstances, it is impossible to determine this share with any degree of accuracy, it is the opinion of the Department of the Army that a generous estimate of the proportion of the costs which might equitably be assumed by the United States as a result of damage to this bridge could not exceed 50 percent. Accordingly, the Department of the Army would have no objection to an award to the county of Monmouth, N.J., in the event that the amount thereof is not in excess of 50 percent of the county's actual expenditures for the repair of this bridge, or $11,806.73 (50 percent times $23,613.47).

Should the Congress determine that the county of Monmouth is entitled to an award to the extent indicated above, it is recommended that, for the purpose of accuracy, the portion of the bill which follows the enactment clause and which precedes the word "*Provided*" be stricken and that the following be substituted therefor:

"That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, the sum of $11,806.73 to the County of Monmouth, New Jersey, in full settlement of all claims against the United States for damages sustained to a bridge on the Newman Springs Road, Monmouth County, New Jersey, designated as Monmouth County Bridge S–16, which resulted, in part, from the movement of heavy United States Army vehicles over said bridge during the period from 1945 to mid-1947, inclusive".

The cost of this bill in its present form would be $30,000. Should the bill be amended as recommended by the Department of the Army, the cost would not exceed $11,806.73.

The Bureau of the Budget advises that there is no objection to the submission of this report.

Sincerely yours,

WILBER M. BRUCKER,
Secretary of the Army.

PROPOSAL FOR THE RECONSTRUCTION OF PIERS AND ABUTMENTS OF BRIDGE NO. S–16, OVER SWIMMING RIVER, BETWEEN RED BANK AND MIDDLETOWN TOWNSHIP, N.J.

To the Board of Chosen Freeholders, County of Monmouth, N.J.:

The undersigned hereby declare that he has carefully examined the advertisement, standard specifications, addendum to standard specifications, instructions to bidders, form of contract and bond for the project named above; that he has carefully examined the site of the project as provided in article 1.3.8., of the "Standard Specifications"; and that he will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item of work stated in the "Schedule of Prices," following.

It is understood that the total price, stated by the undersigned in the "Schedule of Prices," is based on the estimated quantities and will control in the awarding of the contract.

It is further understood that the quantities stated in this "Schedule of Prices" for the various items, are estimates only and may be increased or decreased, as provided for in the specifications.

Schedule of prices

Item No.	Approximate quantities	Item	Unit price	Amount
1	Lump sum	Clearing site, including removal of portion of existing concrete piers and abutments as shown on plans.		$3,200.00
2	164 linear feet	Untreated timber cofferdams for piers, complete in place, including hardware and tie rods.	$10.00	1,640.00
3	57 cubic yards	Class B concrete in place including form work and expansion bolts.	77.00	4,389.00
4	55 cubic yards	Class C concrete in place	77.50	4,262.50
5	10,500 pounds	¾-inch diameter reinforcing steel in structures	.25	2,625.00
6	Lump sum	Raising and reseating existing beams, including new anchor bolts and steel plates and repair to expansion joints and railing and painting exposed steel.		4,250.00
	Total lump-sum bid.			20,366.50

CONRAD, HANSEN & CO.

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The undersigned hereby declare that he has carefully examined the advertisment, standard specifications, addendum to standard specifications, instructions to bidders, form of contract and bond for the project named above; that he has carefully examined the site of the project as provided in article 1.3.8, of the "Standard Specifications;" and that he will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item of work stated in the "Schedule of Prices," following.

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It is further understood that the quantities stated in this "Schedule of Prices" for the various items, are estimates only and may be increased or decreased, as provided for in the specifications.

Schedule of prices

Item No.	Approximate quantities	Item	Unit price	Amount
1	Lump sum	Clearing site, including removal of portion of existing concrete piers and abutments as shown on plans.	$5,500.00	$5,500
2	164 linear feet	Untreated timber cofferdams for piers, complete in place, including hardware and tie rods.	75.00	12,300
3	57 cubic yards	Class B concrete in place including form work and expansion bolts.	150.00	8,550
4	55 cubic yards	Class C concrete in place	75.00	4,125
5	10,500 pounds	¾-inch diameter reinforcing steel in structures	.25	2,625
6	Lump sum	Raising and reseating existing beams, including new anchor bolts and steel plates and repair to expansion joints and railing and painting exposed steel.	15,000.00	15,000
	Total lump-sum bid.			48,100

THOMAS PROCTOR.

PROPOSAL FOR THE RECONSTRUCTION OF PIERS AND ABUTMENTS OF BRIDGE NO. S–16, OVER SWIMMING RIVER, BETWEEN RED BANK AND MIDDLETOWN TOWNSHIP, N.J.

To the Board of Chosen Freeholders, County of Monmouth, N.J.:

The undersigned hereby declare that he has carefully examined the advertisement, standard specifications, addendum to standard specifications, instructions to bidders, form of contract and bond for the project named above; that he has carefully examined the site of the project as provided in article 1.3.8, of the "Standard Specifications"; and that he will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item of work stated in the "Schedule of Prices," following.

It is understood that the total price, stated by the undersigned in the "Schedule of Prices," is based on the estimated quantities and will control in the awarding of the contract.

It is further understood that the quantities stated in this "Schedule of Prices" for the various items, are estimates only and may be increased or decreased, as provided for in the specifications.

Schedule of prices

Item No.	Approximate quantities	Item	Unit price	Amount
1	Lump sum	Clearing site, including removal of portion of existing concrete piers and abutments as shown on plans.		$4,600
2	164 linear feet	Untreated timber cofferdams for piers, complete in place, including hardware and tie rods.	$50.00	8,200
3	57 cubic yards	Class B concrete in place including form work and expansion bolts.	130.00	7,410
4	55 cubic yards	Class C concrete in place	50.00	2,750
5	10,500 pounds	¾-inch diameter reinforcing steel in structures	.30	3,150
6	Lump sum	Raising and reseating existing beams, including new anchor bolts and steel plates and repair to expansion joints and railing and painting exposed steel.		11,319
	Total lump-sum bid.			37,429

A. P. THOMPSON.